



**Health Services**  
LOS ANGELES COUNTY

**Los Angeles County  
Board of Supervisors**

April 20, 2006

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First District

**Yvonne B. Burke**  
Second District

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Third District

**Don Knabe**  
Fourth District

**Michael D. Antonovich**  
Fifth District

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF AMENDMENT NO. 4 TO AGREEMENT NO. H-207604  
WITH PARKING COMPANY OF AMERICA MANAGEMENT, LLC FOR  
SHUTTLE BUS SERVICES AT HARBOR-UCLA MEDICAL CENTER  
(2nd District) (3 Votes)**

**Bruce A. Chernof, MD**  
Acting Director and Chief Medical Officer

**John R. Cochran III**  
Chief Deputy Director

**William Loos, MD**  
Acting Senior Medical Officer

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Acting Director of Health Services, or his designee, to sign Amendment No. 4, substantially similar to Exhibit I, to Agreement No. H-207604 with Parking Company of America Management, LLC for shuttle bus services at Harbor-UCLA Medical Center, to extend the Agreement on a month-to-month basis up to six months, at the same rates, effective July 1, 2006 through December 31, 2006, with a maximum obligation of \$25,138.

313 N. Figueroa Street, Suite 912  
Los Angeles, CA 90012

Tel: (213) 240-8101  
Fax: (213) 481-0503

[www.ladhs.org](http://www.ladhs.org)

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

In approving this action, the Board is extending the Agreement for shuttle bus services using two County-owned shuttle buses to transport patients and staff over a 1.5 mile route from Harbor-UCLA Medical Center (Harbor-UCLA) to 26 specialty clinics in 14 outlying buildings and also three miles off site to the Lomita Family Health Center. The current Agreement expires on June 30, 2006.

Implementation of Strategic Plan Goals

Approval of the recommended action will further the County's Strategic Plan of Service Excellence and Community Services.

FISCAL IMPACT/FINANCING:

The County's maximum obligation for the Amendment is \$25,138 for a revised

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service and education.*



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total County maximum obligation of \$233,324 for the entire term of the contract beginning in June 2002. Funding is included in the Fiscal Year (FY) 2006-07 Proposed Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

In May 1995, as a result of the reassignment of 350 physician parking spaces at Harbor-UCLA, a shuttle bus was purchased to transport patients, visitors, and employees from the main hospital to the specialty clinics. In October 1995, the County employee shuttle bus driving positions were eliminated due to budget cuts. Various purchase orders were issued to Parking Company of America Management, LLC until June 30, 2002, when the Contractor reached the maximum purchase order limit.

On June 18, 2002, the Board approved Agreement No. H-207604 with Parking Company of America Management, LLC, effective July 1, 2002 through June 30, 2003.

Subsequently, the Board has approved three Amendments to extend the term of the Agreement through June 30, 2006. Currently, the County has two shuttle buses with the newer bus operating full time and the second bus used as a backup. The Agreement includes a provision for the Contractor to provide a replacement bus, if necessary. Since the purchase of the second bus in 2005, the Contractor has not had to provide a replacement bus.

The administrative staff at Harbor-UCLA are responsible for monitoring the Agreement.

This Amendment includes the updated Board-mandated provisions "Assignment & Delegation", "Contractor Responsibility & Debarment" and the addition of a new provision "Contractor's Charitable Activities Compliance".

County Counsel has approved Amendment No. 4 (Exhibit I) as to form.

Attachment A provides additional information.

CONTRACTING PROCESS:

Although the Department intended to have completed a solicitation during the last extension period, due to other critical and time sensitive assignments, a solicitation has not been issued. The Department expects to release a Proposition A solicitation in May 2006 and return to the Board to recommend a new Agreement upon completion.

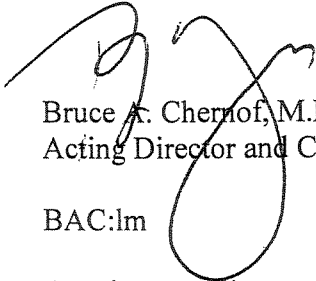
IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval of Amendment No. 4 will allow uninterrupted shuttle bus staffing services at Harbor-UCLA.

The Honorable Board of Supervisors  
April 20, 2006  
Page 3

When approved, the Department requires three signed copies of the Board's action.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Bruce A. Chernof". The signature is stylized with a large, looping initial "B" and a long, sweeping horizontal stroke.

Bruce A. Chernof, M.D.  
Acting Director and Chief Medical Officer

BAC:lm

Attachments (2)

c: Chief Administrative Officer  
County Counsel  
Executive Officer, Board of Supervisors

Shuttle Bus Amendment.lm.wpd

SUMMARY OF AMENDMENT

1. TYPE OF SERVICE:

Shuttle bus services at Harbor-UCLA Medical Center.

2. CONTRACTOR ADDRESS AND CONTACT PERSON:

Parking Company of America Management, LLC  
4975 Valley Blvd.  
Los Angeles, CA 90032  
Attention: Dave Dawson, Vice President  
Telephone: (323) 987-6570

3. TERM OF AMENDMENT:

The term of Amendment No. 4 to Agreement No. H-207604 is July 1, 2006 and month-to-month not to exceed six months through December 31, 2006.

4. FINANCIAL INFORMATION:

The County's maximum obligation for this Amendment is \$25,138 for a revised total County maximum obligation of \$233,324 for the entire term of the contract beginning in June 2002. Funding has been requested in the Fiscal Year 2006-07 Proposed Budget.

5. DESIGNATED ACCOUNTABLE FOR PROGRAM EVALUATION:

Harbor-UCLA Medical Center Administration.

6. APPROVALS:

Harbor-UCLA Medical Center: Tecla A. Mickoseff, Chief Executive Officer

Contracts and Grants Division: Cara O'Neill, Chief, Contracts and Grants Division

County Counsel: Elizabeth J. Friedman, Sr. Deputy County Counsel

EXHIBIT I

Contract No. H-207604-4

**AGREEMENT FOR SHUTTLE BUS SERVICES**

Amendment No. 4

THIS AMENDMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2006,

by and between

COUNTY OF LOS ANGELES (hereafter  
"County"),

and

PARKING COMPANY OF AMERICA  
MANAGEMENT, LLC (hereafter  
"Contractor").

Business Address:

4975 Valley Blvd.  
Los Angeles, CA 90032

WHEREAS, reference is made to that certain document  
entitled "AGREEMENT FOR SHUTTLE BUS SERVICES", dated June 18,  
2002, further identified as County Agreement No. H-207604, and  
any Amendments thereto, (all hereafter "Agreement" or  
"Contract"); and

WHEREAS, it is the intent of the parties hereto to amend  
Agreement to extend its term and to provide for the changes set  
forth herein; and

WHEREAS, Agreement provides that further changes to its terms may be made in the form of a written Amendment which is formally approved and executed by the parties.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. This Amendment shall be effective July 1, 2006.

2. Agreement Paragraph 1, TERM AND TERMINATION, is revised to read as follows:

"1. TERM AND TERMINATION: The term of this Agreement shall become effective July 1, 2002 and shall continue in full force and effect through December 31, 2006."

3. Subparagraph C in Agreement Paragraph 2, MAXIMUM OBLIGATION, is hereby added to read as follows:

"C. For the period July 1, 2006 through December 31, 2006, the maximum obligation for all services provided pursuant to this Agreement shall not exceed Twenty-Five Thousand, One Hundred Thirty-Seven Dollars (\$25,137)."

4. Agreement Paragraph 8, PROHIBITION AGAINST ASSIGNMENT AND DELEGATION, is hereby replaced to read as follows:

"8. ASSIGNMENT AND DELEGATION:

A. The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such

consent shall be null and void. For purposes of this subparagraph, County consent shall require a written amendment to the contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

C. If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether

through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor."

5. Additional Provisions Paragraph 38, CONTRACTOR RESPONSIBILITY AND DEBARMENT, is revised to read as follows:

"38. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

B. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other



remedies provided in the contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

C. The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

D. If there is evidence that the Contractor may

be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed

decision and recommendation of the Contractor Hearing Board.

G. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or

termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

I. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

J. These terms shall also apply to Subcontractors of County Contractors."

6. Additional Provisions Paragraph 42, CONSIDERATION OF GAIN PROGRAM PARTICIPANTS FOR EMPLOYMENT, is revised to read as follows:

"42. CONSIDERATION OF HIRING GAIN/GROW PROGRAM

PARTICIPANTS:

A. Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence ("GAIN") Program or General Relief Opportunity for Work ("GROW") Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

B. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority."

7. Additional Provisions Paragraph 49, CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE, is hereby added to read as follows:

"49. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE:

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving

or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit I, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)"

8. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services, and Contractor has caused this  
Amendment to be subscribed in its behalf by its duly authorized  
officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Bruce A. Chernof, M.D.  
Acting Director and Chief Medical  
Officer

PARKING COMPANY OF AMERICA  
MANAGEMENT, LLC  
\_\_\_\_\_  
Contractor

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM BY THE  
OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Health Services

By \_\_\_\_\_  
Cara O'Neill, Chief  
Contracts and Grants Division

AmendNo.3toH300008  
04/10/06:LM

## CHARITABLE CONTRIBUTIONS CERTIFICATION

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Internal Revenue Service Employer Identification Number

\_\_\_\_\_  
California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

**Check the Certification below that is applicable to your company.**

- ☐ Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Contractor engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

**OR**

- ☐ Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title of Signer (please print)